



## Nintex Sign Supplemental Terms of Use

Last Updated: February 13, 2019

These Nintex Sign Supplemental Terms of Use (the “Terms”) are between Nintex and the customer that has purchased a subscription to the Nintex Sign™ Service (the “Customer”) and, in addition to the Master Subscription Agreement (or other legal agreement between Customer and Nintex that governs Customer’s use of the Nintex Services) (the “Agreement”), govern the Customer’s use of the Nintex Sign Service. “Nintex” means the Nintex affiliate designated on the applicable Order Form (as defined herein). Each of Nintex and Customer are a “Party” and together they are the “Parties.” All terms that are not otherwise defined herein shall have the meaning given to them in the Agreement.

From time to time, Nintex may modify the Terms. Unless otherwise specified by Nintex, changes become effective for existing subscription Customers upon renewal of the then-current Subscription Term. Customer may be required to click to accept the modified Terms before using the Nintex Sign Service in a Renewal Subscription Term, and in any event, continued use of the Nintex Sign Service during the Renewal Subscription Term will constitute Customer’s acceptance of the version of the Terms in effect at the time the Renewal Subscription Term begins.

**IMPORTANT: IF CUSTOMER DOES NOT AGREE TO THE TERMS, CUSTOMER MAY NOT ACCESS OR USE THE SERVICE. BY CHECKING THE ACCEPTANCE BOX OR INSTANTLY OR USING ANY PORTION OF THE NINTEX SIGN SERVICE, CUSTOMER IS ACCEPTING ALL OF THE TERMS AND CONDITION OF THIS AGREEMENT.**

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**1. Provision of Nintex Sign Service.** The Nintex Sign Service is licensed to the Customer by Nintex only under the terms of the Agreement, the applicable Order Form, and the Terms, and Nintex reserves all rights not expressly granted to the Customer.

**2. Trial Access.** If Nintex has made available to Customer free, trial, or evaluation access to the Nintex Sign Service, such access is limited to evaluating the Service to determine whether to purchase a subscription from Nintex. Customer may not use Trial Access for any other purpose, including but not limited to competitive analysis, commercial, professional, or for-profit purposes. Nintex has the right to terminate Trial Access at any time. Unless Customer purchases a subscription for the Nintex Sign Service, Trial Access will cease. If Customer purchases a subscription to the Nintex Sign Service, all of the terms and conditions in this Agreement will apply to such purchase and the use of the Nintex Sign Service. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NINTEX WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL ACCESS.

**3. Adobe License Terms.** Nintex Sign is powered by Adobe® Sign, and is subject to the Adobe Sign License Terms, available at <https://www.adobe.com/legal/terms/sign-lic-terms.html>.

**4. Restrictions.** Customer must not (a) modify, copy or create derivative works based on the Nintex Sign Service; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Nintex Sign Service available to any third party; (c) use the Nintex Sign Service to transmit infringing, libelous, or otherwise unlawful or tortious material, or to transmit material in violation of third-party privacy rights; (d) interfere with or disrupt the integrity or performance of the Nintex Sign Service; (e) attempt to gain unauthorized access to the Nintex Sign Service or its related systems, services, or networks; (f) permit direct or indirect access to or use of the Nintex Sign Service in a way that circumvents the Transaction Limits or any other applicable contractual usage limit; (g) access the Nintex Sign Service in order to build any commercially available product or service or otherwise commercially exploit the Nintex Sign Service; or (h) copy any features, functions, integrations, interfaces, or graphics of the Nintex Sign Service. Customer’s use of the Nintex Sign Service is subject to the Nintex Customer Use Policy, available at <https://www.nintex.com/legal>.

**5. Nintex Responsibilities.** Nintex shall implement commercially reasonable technical and organizational measures to secure availability, confidentiality, and integrity with respect to the Nintex Sign Service and other Customer Content and information processed by the Nintex Sign Service. However, unless explicitly otherwise agreed in writing

between the Parties, the Nintex Sign Service is provided on an “as is” and “as available” basis. The Nintex Sign Service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Nintex is not responsible for any delays, delivery failures, or other damage resulting from such problems. Nintex retains the right to collect usage telemetry and other statistics from the Service to be used to monitor compliance with the applicable usage limits and for diagnostic, operations, performance, analytics, and product improvement purposes. Customer acknowledges that Adobe Inc. is a subprocessor of Nintex for the purposes of licensing, provisioning, and providing the Nintex Sign Service, and Customer consents to the applicable sub-processing of any Personal Data or other Customer information submitted by Customer to the Nintex Sign Service.

**5. Term and Termination.** The term commences upon execution of the applicable Order Form by the Customer and continues for a period of twelve (12) months, unless otherwise specified in the Order Form (the “Initial Subscription Term”), and will automatically renew at the end of the Initial Subscription Term (or any renewal term) for a period of one year (each, a “Renewal Subscription Term” and, together with the Initial Subscription Term, the “Subscription Term”) unless either party provides written notice to the other of non-renewal at least ninety (90) days before the end of the applicable Initial or Renewal Subscription Term. Any such renewal will be at the list price in effect at the time of such renewal. All unused transactions expire at the end of the applicable Initial or Renewal Subscription Term and cannot be carried over to the next year.

**6. Transactions Limits.** The Nintex Sign Service is provided to Customer according to the Transactions Limits and any other limitations set forth in the Order Form. Customer shall limit use of and access to the Service to the Transactions in the Order Form or any amendment thereto. Customer may purchase additional numbers of Transactions at any time during the Term. If Customer exceeds its Transaction Limit, then Customer shall be invoiced for an additional quantity of Transactions, which will have a service period that is coterminous with the applicable Initial or Renewal Subscription Term.

**7. General Provisions.** The Terms, the Agreement, and the Order Form(s) constitute the entire agreement between Customer and Nintex regarding the Nintex Sign Service and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any

provision of this Agreement will be effective unless in writing and signed or acknowledged by the party against whom the modification, amendment, or waiver is to be asserted. To the extent that there is a conflict with respect to the Nintex Sign Service between the Order Form, the Terms, and the Adobe Sign License Terms, the terms of the Order Form shall govern.

## **8. Definitions.**

“**Adobe Sign**” means the Adobe electronic signature service that powers Nintex Sign, (which shall not include any distributions of software), and its successor products, however branded, that have substantially similar functionality.

“**Personal Data**” means all data which is defined as ‘personal data’ under EU Data Protection Laws and which is provided by Customer to Nintex and processed by Nintex as part of its provision of the Nintex Sign Service to Customer and to which EU Data Protection Laws apply from time to time.

“**Transaction**” means an electronic document or collection of related electronic documents (up to 10MB or 100 pages) processed for e-signature(s) by Nintex Sign.

“**Transactions Limit**” means the applicable volume of Transactions set forth in the Order Form.